

09-21-1998



100833895

COVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

48267675 RECEIVED

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

9/21/98 RE

1. Name of conveying party(ies):

PARCO FOODS, L.L.C.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State IL, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 6-1-97

2. Name and address of receiving party(ies)

Name: AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO

Internal Address, Street Address: 120 S. LASALLE STREET, City: CHICAGO State: IL ZIP: 60603

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State IL, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: LINDA PEACOCK/CSC

Internal Address: S846011-005

Street Address: 80 STATE STREET

6TH FLOOR

City: ALBANY State: NY ZIP: 12207

6. Total number of applications and registrations involved:

61

7. Total fee (37 CFR 3.41).....\$ 675.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

LINDA PEACOCK

Name of Person Signing

Linda Peacock

Signature

9-16-98

Date

Total number of pages including cover sheet, attachments, and document:

17

Schedule H

PARCO FOODS, L.L.C.
TRADEMARK REGISTRATIONS

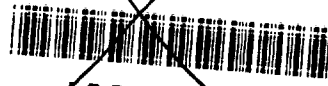
Reg. Date	Registered As:	Reg. No.	No. of Yrs.	Renewal
Pending	A Berry Special Cookie™	75/292,228		
8/5/86	Celebration Blend®	1,404,293	20	8/5/06
7/27/93	Centers of Attraction®	1,784,950		7/27/98
7/20/93	Centers of Attraction® & design	1,783,574	10	7/20/98
7/4/95	Chairman of the Board®	1,903,734	10	7/04/00
11/25/97	Character Cookies®	2,116,938	10	11/25/02
10/10/95	Chef's Favorite®	1,926,620	10	10/10/00
Pending	Chocolate Invasion Force™	75/292,078		
2/27/90	Chuck's Chunky Cookies®	1,584,953	20	2/27/00
Pending	Chuck's Gourmet™	75/239,007		
Pending	Chuck's Indulgence™ Bars	75/239,000		
6/1/93	Chuck's Snack Center®	1,774,689	10	6/1/98
5/4/93	Chuck's with Logo Design®	1,768,806	10	5/4/98
Pending	Co Co Tail Chocolate Bunny™	75/376,392		
9/16/97	Cookie Man®	2,096,401	10	9/16/02
9/23/97	Cookie Man & Design®	2,098,607	10	9/23/02
Pending 4/28/98	Cookies for the Diet Conscious®	2,154,380 75/272,126	10	4-28-03/ok
4/18/89	Country Collectibles®	1,535,617	20	4/18/08

Reg Date	Registered As:	Reg. No.	No. of Yrs.	Renewal
4/8/97	Decorate Me!®	2,051,470	10	4/08/02
Pending	Downhill Dinosaur™	75/376,397		
Pending	Dr. Frank N. Baker™	75/252/872		
12/26/89	Dreamboats®	1,573,683	20	12/26/99
8/2/91	Traumboote (DB Germany)	2,002,846	10	10/23/00
12/10/93	Dreamboats (Canada)	420,460	15	N/A
5/10/96	Dreamboats Great Britain	2,022,704	10	6/2/05
1/20/98	Freaky Flavors®	2,130,644	10	1/20/03-04
Pending	Halloween Collection™	75/305,428		
Pending	Hot Chocolate Invasion Force™	75/376,227		
Pending	Hotsie Heart Cinnamon Cookie™	75/376,395		
11/12/96	Ice & Easy®	2,015,103	10	11/12/01
Pending	Just Rewards™	75/034,422		
9/3/91	Laughing Bear®	1,655,701	10	9/ 3/01
4/11/89	Little Sweeties®	1,534,539	20	4/11/09
Pending	Lucky Lime Leprechaun™	75/376,394		
12/24/91	Meal Boats®	1,669,913	10	12/24/01
Pending	Merry Cherry Santa™	75/292,072		
Pending	Nutty Net Surfer™	75/376,393		
Pending	Oh, Candy Cane, Christmas Treat™	75/292,079		
Pending	On-Time Lemon-Lime School Bus™	75/292,077		
4/27/89	Our Gang®	1,571,202	20	12/12/09
12/25/92	Our Gang-Japanese	3,377/90	20	2002
6/17/86	Parco® Logo	1,397,823	20	6/17/06
Pending	Parco® Logo (new design)			
8/4/92	Party Cookies®	1,705,240	10	8/ 4/02

Reg Date	Registered As:	Reg. No.	No. of Yrs.	Renewal
8/15/95	Party Bars®	1,912,697	10	8/15/00
7/6/93	Party Pastries®	1,780,880	10	7/16/99
2/12/74	Party Stix®	978,738	20	2/12/04
6/17/97	Pro-Pack®	2,072,620	10	6/17/02
1/11/94	Ruby Ann's®	1,816,449	10	1/11/00
Pending	Scaredy Cola Cat™	75/292,074		
Pending	Score Board™			
10/18/88	Sleepy Bear® & design	1,509,444	20	10/18/08
3/17/98	Snak-a-ffles®		10	
Pending	Snak-a-ffles (Canada)	832,345		
7/30/96	Southwest Twister®	1,990,329		
Pending	Sugar Plum Blue Frost™	75/292,073		
5/13/86	Sweetie Bear®	1,393,457	20	5/13/98
7/7/87	Sweetie Bear® Toy Stuffed Animal	1,446,624	20	7/ 7/07
4/18/89	The Classical Cookie Collection®	1,535,618	20	4/18/09
Pending	Thumb Print™	75/376,396		
Pending	Trick or Treat Raspberry-O-Lantern™	75/305,525		
9/3/91	Tuxedo Bear®	1,655,702	10	9/ 3/01
Pending	Vanilla Raptor™	75/257,354		
11/13/90	Victorian Collectibles®	1,622,756	10	11/19/01
11/19/91	Victorian Rocking Horse Cookies®	1,665,171	10	11/19/01
11/19/91	Wildlife Collectibles®	1,665,172	10	11/19/01

RECEIVED
RECORDED
JUN 8 1998

06-17-1998



Tab settings => => => T

100740592

To the Honorable Commissioner of Patents and Trademarks
original documents or copy thereof.

1. Name of conveying party(ies):
PARCO FOODS, L.L.C. *MRD 6.8.98*

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State IL
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: AMERICAN NATIONAL BANK & TRUST
COMPANY OF CHICAGO
Internal Address: _____
Street Address: 120 S. LASALLE STREET
City: CHICAGO State: IL ZIP: 60603

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State IL
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: ⁶⁻¹⁻⁹⁷ JUNE 1, 1997

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
SEE ATTACHED

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: LINDA PEACOCK/CSC
Internal Address: S-846011-005/LJP
Street Address: 80 STATE STREET
6TH FLOOR
City: ALBANY State: NY ZIP: 12207

6. Total number of applications and registrations involved: 61

7. Total fee (37 CFR 3.41).....\$ 1540.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

06/16/1998 SSMITH 00000133 7529228 DO NOT USE THIS SPACE

01 FC 7401 40.00 OP
02 FC 7402 1500.00 OP

Statement and signature
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

LINDA PEACOCK
Name of Person Signing

Linda Peacock
Signature

6-8-98
Date

Total number of pages including cover sheet, attachments, and document: 15

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated for reference purposes only as of June 1, 1997, by and between Parco Foods, L.L.C., an Illinois limited liability company ("**Borrower**"), having its principal place of business at 2200 West 138th Street, Blue Island, IL and American National Bank and Trust Company of Chicago, having its principal place of business at 120 S. LaSalle Street, Chicago, IL ("**Lender**").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated for reference purposes only even date herewith by and between Borrower and Lender (the "**Loan Agreement**"), Lender has, subject to the satisfaction of certain conditions precedent, agreed to lend monies and/or make advances, extensions of credit and other financial accommodations (collectively, the "**Loans**") to, on behalf or for the benefit of Borrower; and

WHEREAS, Lender has required as a condition, among others, to the making of the Loans to Borrower, in order to secure the prompt and complete payment, observance and performance of all of the Secured Obligations (as defined in the Loan Agreement), that Borrower execute and deliver this Agreement to Lender.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Defined Terms. Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.

2. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto, as if fully set forth herein.

3. Security Interest in Trademarks and Licenses. To secure prompt and complete and timely payment, performance and satisfaction of all of the Secured Obligations, Borrower hereby grants to the Lender, for the benefit of the Lender, a security interest, with power of sale to the extent permitted by applicable law, in all of Borrower's now owned or existing or hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service

100134/0135/171638/Version # :.1

marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements or dilutions thereof, (iv) the goodwill of Borrower's business symbolized by the foregoing and connected therewith, and (v) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); and

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other party in connection with any of the Trademarks or such other party's Trademarks and registered trademarks, trademark applications, service marks, registered service marks, service mark applications, trade names and trade styles, whether Borrower is a licensor or licensee under any such license agreement, including without limitation, those license agreements listed on Schedule B attached hereto and made a part hereof, and the right, upon the occurrence and during the continuation of an Event of Default, to prepare and sell any and all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses, and all books and all records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) pertaining to any of the foregoing (all of the foregoing are hereinafter referred to collectively as the "**Licenses**").

4. New Trademarks and Licenses. Borrower represents and warrants that the Trademarks listed on Schedule A include all of the Trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, and service mark applications now owned by Borrower, that the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements held by Borrower, and that no other liens, claims or security interests have been granted by Borrower to any other Person in such Trademarks and Licenses. If, prior to the termination of this Agreement, Borrower shall obtain rights to any new trademarks or service marks, or become entitled to the reissue, division, continuation, renewal, extension or continuation-in-part of any Trademark or Licenses, or enter into any new trademark license agreement, the provisions of Section 3 shall automatically apply thereto.

5. Royalties. Borrower hereby agrees that the use by Lender of the Trademarks and Licenses as authorized hereunder shall be coextensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Lender to Borrower.

6. Termination of Lender's Security Interest. This Agreement is made for collateral security purposes only. Upon payment in full of all of the Secured Obligations and termination of the Loan Agreement, this Agreement shall terminate.

100134/0135/171638/v.

7. Duties of Borrower. Borrower shall, (i) prosecute diligently any trademark or service mark application, if any, that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) make application on registerable trademarks or service marks as Borrower deems appropriate, and (iii) take all reasonable steps to preserve and maintain all of Borrower's rights in the Trademarks and Licenses, including, without limitation, making timely filings with the United States Patent and Trademark Office or any similar office or agency in any state, province or country or renewals and extensions and diligently monitoring unauthorized use hereof.

8. Lender's Right to Sue. After the occurrence and during the continuation of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks or Licenses and, if the Lender shall commence any such suit, Borrower shall, upon the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement. Borrower shall, upon demand, promptly reimburse Lender for all costs and expenses incurred by Lender in the exercise of such enforcement (including, without limitation, reasonable attorneys' fees).

9. Waivers. No course of dealing between Borrower, and Lender and no failure or delay on the part of Lender to exercise, or delay in exercising, any right, power or privilege hereunder, under the Loan Agreement or under any other agreement, shall operate as a waiver of any of Lenders' rights, powers or partial exercise of any right, power or privilege hereunder, under the Loan Agreement or under any other agreement.

10. Modification. Borrower expressly agrees that for purposes of this Agreement and each and every other Loan Document: (i) this Agreement and each and every other Loan Document shall be a "credit agreement" under the Illinois Credit Agreements Act, 815 ILCS 160/1 *et. seq.* (the "Act"); (ii) the Act applies to this transaction including, but not limited to, the execution of this Agreement and each and every other Loan Document; and (iii) any action on or in any way related to this Agreement and each and every other Loan Document shall be governed by the Act. This Agreement may not be altered, amended or modified in any way, except as specifically provided in Sections 3 and 4 hereof or by a writing signed by Borrower and Lender.

11. Cumulative Remedies; Power of Attorney. All of the rights and remedies of Lender with respect to the Trademarks or Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Borrower hereby appoints Lender and all Persons Lender may designate, in its sole and absolute discretion, as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower or otherwise, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this Agreement. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Secured Obligations shall have been paid in full and all financing arrangements between Lender and Borrower shall

100134/0135/171638v.

have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement or any of the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or Licenses may be located or deemed located.

12. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to Lender, for the benefit of Lender, and its nominees. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Borrower. Borrower shall not assign its obligations hereunder without Lender's prior written consent.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) and decisions of the State of Illinois. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held invalid or prohibited under applicable law, such provision shall be ineffective only to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14. Notices. All notices or other communications required or desired to be served, given or delivered hereunder shall be served, given or delivered and shall be deemed to have been validly served, given or delivered in accordance with the Loan Agreement.

15. Duty of Lender. Lender shall not be liable for any actions, omissions, errors of judgment or mistakes of fact or law with respect to the Trademarks or Licenses. Without limiting the generality of the foregoing, Lender shall not be under any obligation to take any action necessary or preserve rights in the Trademarks or Licenses against any other Persons but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of Borrower and added to the Secured Obligations.

16. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

17. Fax; Counterparts. For purposes of negotiating and finalizing this Agreement (including any subsequent amendments thereto), any signed document transmitted by facsimile machine ("FAX") shall be treated in all manner and respects as an original document. The signature of any party by FAX shall be considered for these purposes as an original signature. Any such FAX document shall be considered to have the same binding legal effect as an original document, provided that an original of the faxed document was mailed by first class U.S. Mail or personally delivered to the recipient, on the date of its

100134/0135/171638/v.

transmission with proof of the fax transmission. At the request of either party, any FAX document subject to this Agreement shall be re-executed by both parties in an original form. The undersigned parties hereby agree that neither shall raise the use of the FAX or the fact that any signature or document was transmitted or communicated through the use of a FAX as a defense to the formation of this Agreement. This Agreement may be signed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one agreement, binding on all of the parties hereto notwithstanding that all of the parties hereto are not signatories to the same counterpart. Each of the undersigned parties authorizes the assembly of one or more original copies of this Agreement through the combination of the several executed counterpart signature pages with one or more bodies of this Agreement, including the Exhibits, if any, to this Agreement. Each such compilation of this Agreement shall constitute one original of this Agreement.


The remainder of this page is left intentionally blank.

100134/0135/171638/v.

TRADEMARK
REEL: 1790 FRAME: 0992

IN WITNESS WHEREOF, the parties hereby have duly executed this Trade Mark Security Agreement on the day and year first above written.

Parco Foods, L.L.C.

By: _____ 

Title: PRESIDENT

Acknowledged and Agreed to in
Chicago, Illinois

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO

By: _____ 

Michael P. McEllen, Vice President

100134/0135/171638/v.

TRADEMARK
REEL: 1790 FRAME: 0993

STATE OF IL

)

) SS

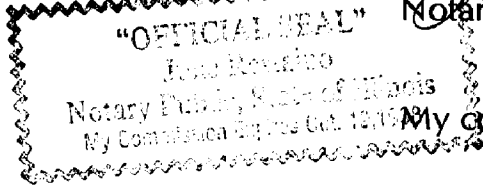
COUNTY OF Cook

)

The foregoing Trademark Security Agreement was executed and acknowledged before me on May 29, 1998, by RICHARD A. KENT, personally known to me to be the President of PARCO, L.L.C., an Illinois limited liability company, having its principal place of business at 2200 W. 138th Street, Blue Island, IL, on behalf of such corporation.

Jane Restaino

Notary Public



My commission expires: 10/19/98

100134/0135/171638/v.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark Security Agreement was executed and acknowledged before me on JUNE 3, 1998, by Michael P. McEllen, personally known to me to be the Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, having its principal place of business at 120 South LaSalle Street, Chicago, IL, on behalf of such corporation.

Eileen M. Nichols
Notary Public

My commission expires: 01/28/01



100134/0135/171638/v.

TRADEMARK
REEL: 1790 FRAME: 0995

Schedule HPARCO FOODS, L.L.C.
TRADEMARK REGISTRATIONS

Reg. Date	Registered As:	Reg. No.	No. of Yrs.	Renewal
Pending	A Berry Special Cookie™	75/292,228		
8/5/86	Celebration Blend®	1,404,293	20	8/5/06
7/27/93	Centers of Attraction®	1,784,950		7/27/98
7/20/93	Centers of Attraction® & design	1,783,574	10	7/20/98
7/4/95	Chairman of the Board®	1,903,734	10	7/04/00
11/25/97	Character Cookies®	2,116,938	10	11/25/02
10/10/95	Chef's Favorite®	1,926,620	10	10/10/00
Pending	Chocolate Invasion Force™	75/292,078		
2/27/90	Chuck's Chunky Cookies®	1,584,953	20	2/27/00
Pending	Chuck's Gourmet™	75/239,007		
Pending	Chuck's Indulgence™ Bars	75/239,000		
6/1/93	Chuck's Snack Center®	1,774,689	10	6/1/98
5/4/93	Chuck's with Logo Design®	1,768,806	10	5/4/98
Pending	Co Co Tail Chocolate Bunny™	75/376,392		
9/16/97	Cookie Man®	2,096,401	10	9/16/02
9/23/97	Cookie Man & Design®	2,098,607	10	9/23/02
4/28/98 Pending	Cookies for the Diet Conscious®	2,154,380 75/272,126	10	4-28-03/ok
4/18/89	Country Collectibles®	1,535,617	20	4/18/08

Reg Date	Registered As:	Reg. No.	No. of Yrs.	Renewal
8/15/95	Party Bars®	1,912,697 -	10	8/15/00
7/6/93	Party Pastries®	1,780,880 -	10	7/16/99
2/12/74	Party Stix®	978,738 -	20	2/12/04
6/17/97	Pro-Pack®	2,072,620 -	10	6/17/02
1/11/94	Ruby Ann's®	1,816,449 -	10	1/11/00
Pending	Scaredy Cola Cat™	75/292,074 ✓		
Pending	Score Board™			
10/18/88	Sleepy Bear® & design	1,509,444 -	20	10/18/08
3/17/98	Snak-a-ffles®		10	
Pending	Snak-a-ffles (Canada)	832,345 -		
7/30/96	Southwest Twister®	1,990,329 -		
Pending	Sugar Plum Blue Frost™	75/292,073 ✓		
5/13/86	Sweetie Bear®	1,393,457 -	20	5/13/98
7/7/87	Sweetie Bear® Toy Stuffed Animal	1,446,624 -	20	7/ 7/07
4/18/89	The Classical Cookie Collection®	1,535,618 -	20	4/18/09
Pending	Thumb Print™	75/376,396 ✓		
Pending	Trick or Treat Raspberry-O-Lantern™		75/305,525 ✓	
9/3/91	Tuxedo Bear®	1,655,702 -	10	9/ 3/01
Pending	Vanilla Raptor™	75/257,354 ✓		
11/13/90	Victorian Collectibles®	1,622,756 -	10	11/19/01
11/19/91	Victorian Rocking Horse Cookies®	1,665,171 -	10	11/19/01
11/19/91	Wildlife Collectibles®	1,665,172 -	10	11/19/01